OpenEDG Education Partner Program Agreement

This Agreement is presented by the Open Education and Development Group ("OpenEDG") in connection with the submission of an application by an entity or individual (the "Applicant") to become an authorized OpenEDG Partner. By submitting the application to become an OpenEDG authorized partner, the Applicant agrees to adhere to the terms and conditions set forth in this Agreement. Upon acceptance of the application by OpenEDG, the Applicant shall be referred to as the "Partner". Once the application is accepted, OpenEDG and the newly authorized Partner will collectively be known as the "Parties" within the framework of this Agreement.

This Agreement aims to define the terms governing the Partner's participation in the OpenEDG Education Partner Program (OEPP) and their use of OpenEDG resources and associated services, including but not limited to Edube Interactive (edube.org) and the OpenEDG Testing Service Platform (TestNow™).

By engaging with and utilizing the services and resources offered under the OEPP, the Partner hereby acknowledges and agrees to adhere to the stipulated Terms and Conditions outlined in this Agreement.

This Agreement is intended to facilitate the Partner's access to and utilization of OpenEDG's resources and services, aiming to enhance their operational or educational outcomes.

Recitals

WHEREAS, the Open Education and Development Group ("OpenEDG") is committed to fostering educational advancement and professional development in the fields of Information Technology, programming, and related technologies;

WHEREAS, OpenEDG offers the OpenEDG Education Partner Program (OEPP), an educational membership initiative with the purpose of enhancing educational collaboration and resource sharing;

WHEREAS, the OEPP aims to provide its members with access to a range of OpenEDG resources, including but not limited to, OpenEDG marketing materials, official courseware, Edube Interactive Learning Management System (LMS), and the OpenEDG curriculum, thereby enabling these institutions to create and deliver comprehensive training courses;

WHEREAS, the partnership under the OEPP is intended to support and promote joint educational endeavors, such as the development and delivery of training curriculums, assessment solutions, certification programs, and professional career paths in IT and programming;

WHEREAS, OpenEDG is dedicated to building and supporting networks and communities of aspiring programmers, IT specialists, and organizations, with a focus on fostering a modern, educated, and digitally skilled society;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties agree to collaborate and engage in activities and initiatives as outlined in this Agreement, in accordance with the terms and conditions stipulated herein.

1. Access to OpenEDG Educational Resources

A. **Resource Provision**: OpenEDG shall provide the Partner with comprehensive educational resources, including the Edube Interactive Learning Management System (LMS) and OpenEDG curriculum.
B. **Content Usage**: The Partner acknowledges that while OpenEDG aims to support the Partner's objective of offering high-standard education, the final responsibility for the use and adaptation of the provided content rests with the Partner.
C. **Resource Updates**: OpenEDG provides educational resources, including the Edube Interactive Learning Management System (LMS) and OpenEDG curriculum, on an "as is" basis to the Partner. The resources may undergo updates, however OpenEDG does not guarantee regular updates nor does it provide warranties regarding the timeliness or frequency of such updates. The updates, when made, aim to align with current industry standards and technological advancements.

2. Enhancement of Educational Offerings

A. **Curriculum Enhancement**: The Partner is granted the right to utilize OpenEDG's official courseware and teaching tools to enhance their educational programs.
B. **Content Quality and Relevancy**: OpenEDG endeavors to provide content that is of a high standard and relevant to current industry practices. This is done on a best-effort basis without any express or implied warranties regarding the quality, accuracy, or timeliness of the content. OpenEDG does not guarantee that the content will always reflect the most current industry standards or educational practices, and it is the Partner's responsibility to ensure that the content meets their specific educational needs and objectives.

3. Resource Access Information and Partner Obligations

A. **Information Dissemination**: The Partner is required to actively inform their students and relevant stakeholders about the availability of OpenEDG study resources. This includes detailed information on how to access these resources and any specific procedures or criteria that must be met to gain access.
B. **Effective Utilization**: The Partner must ensure that information provided about OpenEDG resources is clear and comprehensive, enabling students and other beneficiaries to

effectively utilize these resources for their educational and professional development. This may involve guidance sessions, instructional materials, or direct assistance in accessing the resources.

C. **Promotion of Resource Benefits**: In addition to informing about access, the Partner should highlight the benefits and value of using OpenEDG resources, such as enhanced learning experiences, skill development opportunities, preparation for industry exams, and the potential for career advancement through the acquisition of new knowledge and certifications.

D. **Regular Updates**: The Partner is responsible for keeping abreast of any changes or updates to the OpenEDG resources and ensuring that this information is promptly and accurately communicated to their students. This includes updates to the content, access procedures, or any new resources that become available.

E. **Feedback Mechanism**: The Partner should establish a feedback mechanism to gather students' experiences and suggestions regarding the OpenEDG resources. This feedback will be valuable for both the Partner and OpenEDG in understanding the effectiveness of the resources and identifying areas for improvement.

F. **Compliance with Guidelines**: All communications and promotional activities related to OpenEDG resources by the Partner must comply with the guidelines provided by OpenEDG, ensuring consistency, accuracy, and alignment with OpenEDG's branding and messaging standards.

4. Branding and Recognition

A. **Use of Trademarks**
   a. **Conditional Authorization**: The Partner is authorized to use the OpenEDG, Python/JS/C++ Institute Program, and Education Partner logos for branding purposes only when they maintain an active subscription with the OpenEDG Education Partner Program. This authorization is not extended to Partners who only have demo accounts or inactive subscriptions.
   b. **Trademark Guidelines Compliance**: The use of these trademarks must be in strict compliance with OpenEDG's trademark guidelines, which may be updated from time to time. The guidelines are accessible at openedg.org/brand-resources, pythoninstitute.org/brand-resources, js.institute/brand-resources, and cppinstitute.org/brand-resources. The Partner is required to regularly review these guidelines to ensure ongoing compliance.

B. **Brand Association**
   a. **Authorized Collaboration**: This Agreement recognizes the Partner as an authorized Education Partner but only during the period of their active subscription with the OpenEDG Education Partner Program.
   b. **Leveraging Brand Value**: As an authorized Education Partner, the Partner is enabled to leverage the brand value of OpenEDG in their promotional activities, enhancing their own brand presence and credibility in the educational sector. This privilege is contingent upon maintaining the status of an active subscription.

5. Financial Terms and Support

A. **Granting of Full Access**: Upon establishing an active, paid subscription with the OpenEDG Education Partner Program, the Partner is granted full access to all program features and benefits. This comprehensive access includes, but is not limited to, the discounts, resources, and the ability to establish an OpenEDG Testing Center as detailed in this Agreement.

B. **Active Subscription Requirement**: Full access to program features is exclusively available to Partners who maintain an active, paid subscription. In the event that a subscription becomes inactive or unpaid, access to these features and benefits will be suspended until the subscription is reactivated.

C. **Incentive Structure:**
   a. **Discount Availability**: OpenEDG offers discounts on exams, practice tests, and learning products to the Partner, provided the Partner has an active, paid subscription with the OpenEDG Education Partner Program.
   b. **Subscription-Dependent Benefits**: These discounts are not available to Partners with inactive or unpaid subscriptions, or those using only demo accounts.

D. **Testing Center Provision:**
   a. **Establishment of Testing Center**: Subject to the terms of this Agreement, the Partner with an active, paid subscription is permitted to establish an OpenEDG Testing Center. This provision is intended to facilitate revenue generation and enhance the services offered by the Partner.
   b. **Compliance and Terms**: The establishment and operation of the Testing Center must comply with specific terms and conditions set forth by OpenEDG, which are made available to the Partner upon entering into an active subscription agreement.

6. Professional Development

A. **Instructor and Proctor Certification**: OpenEDG provides a limited number of free exam vouchers for the OpenEDG Certified Instructor and OpenEDG Certified Proctor programs to the Partner's educators and staff.

B. **Skill Enhancement**: These certifications aim to enhance the professional skills of the Partner's team, contributing to the overall educational quality.

7. Tracking and Assessment Tools

A. **Monitoring and Assessment**: OpenEDG grants access to its tracking systems, enabling the Partner to monitor students' learning progress and exam results.

B. **Academic Standards**: This tool assists in maintaining high academic standards and effective teaching methodologies.

8. Visibility and Networking

A. **Partner Recognition**: OpenEDG will list the Partner in its directory of Education Partners and provide a partnership certificate, provided the Partner has an active, paid subscription with the OpenEDG Education Partner Program

B. **Promotional Opportunities**: The Partner will receive website listing and other promotional recognitions after their initial exam purchases and/or when the Partner has an active, paid subscription with the OpenEDG Education Partner Program.

9. Commitment to Education

A. **Quality Education**: The Partner commits to promoting quality education and skill development in alignment with OpenEDG's standards.

B. **Global Contribution**: Through this collaboration, the Partner joins a global effort to enhance programming skills and digital literacy.

10. Confidentiality of Information

The Partner's records, encompassing class schedules, student profiles, and other data, are treated with the utmost confidentiality. They may only be shared with third parties, such as OpenEDG Channel Partners or OpenEDG affiliates, under specific conditions that align with privacy and data protection regulations. The Partner is entitled to access their records upon providing reasonable notice, ensuring transparency and accountability in the handling of their data.

11. Use of Data

A. **Non-Personally Identifiable Data Collection and Usage:**
   a. **Non-Personally Identifiable Data**: OpenEDG utilizes IP addresses and other non-personally identifiable data for website management and analytical purposes. This includes understanding user behavior, improving site functionality, and enhancing overall user experience.
   b. **Anonymization and Confidentiality**: This data is anonymized and is used internally within OpenEDG on a strict need-to-know basis, ensuring the maintenance of user privacy.

B. **Non-Anonymized Data Collection and Usage:**
   a. **Necessity of Personal Data**: For the purpose of tracking student progress, performance, and exam session details, some data cannot be anonymized as it is intrinsically linked to specific credentials and individual achievements.
   b. **Retention Period**: This non-anonymized data will be retained for a period deemed necessary by OpenEDG for educational, certification, and regulatory purposes. The duration of retention will be in line with applicable laws and standards, ensuring that the data is kept only as long as it is required for its intended purposes.

    c. **Confidential Handling**: Despite being non-anonymized, this data will be handled with the utmost confidentiality and security, adhering to data protection regulations and ensuring that individual privacy rights are respected.

  C. Security of Student and Test Candidate Records:

    a. **Data Storage and Security**: OpenEDG commits to storing all student and test candidate records in accordance with the highest security standards. This includes using advanced security measures to protect against unauthorized access, alteration, disclosure, or destruction of these records.

    b. **Access and Revocation Rights**: Students and test candidates have the right to access their records held by OpenEDG. Additionally, they retain the right to request the modification or revocation of their data. OpenEDG will comply with such requests in accordance with applicable data protection laws and regulations.

    c. **Data Privacy Compliance**: OpenEDG's handling of personal data, including access, storage, and revocation, will be in strict compliance with relevant data privacy laws and regulations, ensuring the protection and confidentiality of individual records.

12. Agreement Duration

The Agreement becomes effective from the date it is signed by both parties (the Date of Commencement) and will remain valid indefinitely. This open-ended duration allows for an ongoing relationship and continuous access to resources and support, with the flexibility to adapt to changing needs and circumstances. Termination of the Agreement by either party must follow the procedures outlined in the termination clauses, ensuring a structured and predictable process for disengagement.

13. Termination of Agreement

The Agreement provides both OpenEDG and the Partner with the right to terminate their partnership at any stage, subject to the following provisions:

  A. **Voluntary Termination**: Either OpenEDG or the Partner may terminate this Agreement at any time by providing a written notice of termination. The notice period for voluntary termination shall be 30 days unless otherwise specified in this Agreement.

  B. **Termination for Cause**: If either party commits a material breach of any of the terms and conditions of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching party must first provide written notice of the breach and allow a cure period of 30 days. If the breach is not remedied within this period, the non-breaching party has the right to terminate the Agreement immediately.

  C. **Effects of Termination**: Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will cease, except for any rights and obligations that, by their nature, should survive termination (including, but not limited to, obligations relating to confidentiality, data usage, and intellectual property rights).

D. **Obligations on Termination**: Upon termination, the Partner must cease the use of all OpenEDG resources, materials, and trademarks, and must destroy or return all copies of such materials in their possession or control to OpenEDG.

E. **Final Settlement**: OpenEDG will provide a final settlement of any outstanding financial matters or obligations between the parties within a reasonable period following the termination date.

F. **Data Retention and Deletion**: Post-termination, OpenEDG will retain or delete the Partner's data in accordance with legal requirements and OpenEDG's data retention policy. The Partner may request the return or deletion of their data, subject to applicable laws and regulations.

G. **No Liability for Termination**: Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of that party under this Agreement or applicable law.

H. **Right to Suspend**: OpenEDG reserves the right to suspend the Partner's account and access to all related services and resources under specific conditions. These conditions include, but are not limited to, non-compliance with the terms of this Agreement, payment delinquencies, security concerns, or legal and regulatory requirements. During the period of suspension, the Partner will not have access to OpenEDG resources, services, or support, and any ongoing use or access to OpenEDG materials or trademarks must cease immediately. OpenEDG shall not be liable for any loss, damage, or inconvenience suffered by the Partner as a result of the suspension, provided that the suspension was enacted in good faith and in accordance with the terms of this Agreement. The duration and terms of suspension will be communicated to the Partner, along with any conditions necessary for reinstatement, where applicable.

14. Restrictions on Technology Use

A. **Use and Modification Restrictions**: The Partner is expressly prohibited from reverse engineering, decoding, disassembling, reproducing, or modifying OpenEDG's proprietary technology without explicit written consent from OpenEDG. This includes any actions that would infringe upon or compromise the intellectual property rights of OpenEDG.

B. **Access Limitations**: The Partner's access to and use of OpenEDG's technology are strictly confined to the boundaries set by this Agreement. This ensures the protection of OpenEDG's intellectual property and technological assets while providing the Partner with the necessary tools and resources under the agreed terms.

C. **Prohibition of Sublicensing**: The Partner is not permitted to sublicense, assign, or transfer any rights related to OpenEDG Technology without prior written consent from OpenEDG.

D. **Ownership and Rights**: All rights, title, and interest in OpenEDG Technology remain exclusively with OpenEDG. This unambiguously establishes and upholds OpenEDG's complete ownership and proprietary rights over its technological resources.

15. OpenEDG Curriculum Use and Intellectual Property Rights

A. **Curriculum Usage Restrictions**: The Partner is expressly prohibited from copying, modifying, distributing, or creating derivative works based on the OpenEDG curriculum without explicit written consent from OpenEDG. This includes any actions that might infringe upon or compromise the intellectual property rights associated with the OpenEDG curriculum.

B. **Access and Utilization**: The Partner's access to and utilization of the OpenEDG curriculum is strictly limited to the terms outlined in this Agreement. The curriculum is provided to aid in educational and instructional purposes under the agreed conditions, ensuring both adherence to quality standards and protection of OpenEDG's intellectual property.

C. **Prohibition of Unauthorized Distribution**: The Partner is not permitted to sublicense, sell, lease, or otherwise distribute the OpenEDG curriculum or any of its components to third parties without prior written consent from OpenEDG. This clause is essential to maintain the integrity and controlled dissemination of the OpenEDG educational content.

D. **Intellectual Property Ownership**: All rights, title, and interest in the OpenEDG curriculum, including any updates or modifications thereof, remain exclusively with OpenEDG. This clause unambiguously establishes and protects OpenEDG's ownership and rights over its educational materials.

16. No Partnership

A. **Independent Entities**: This Agreement shall not be construed to create a partnership, joint venture, or agency relationship between the parties. Each party to this Agreement is and shall remain an independent entity, responsible for its own actions, and does not have the authority to bind the other party in any manner.

B. **No Implied Relationships**: Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties. The conduct and control of the business and operations of each party remain solely with that party.

C. **Liability and Obligations**: Each party acknowledges and agrees that they shall not represent themselves as an agent, partner, or legal representative of the other party. Furthermore, neither party shall be liable for the debts, obligations, or liabilities of the other party, nor shall any party have the authority to incur any debt, obligation, or liability on behalf of the other party.

D. **Public Representation**: The Partner is expressly prohibited from making any statement, whether orally or in writing, that would contradict the terms of this clause or imply a partnership or agency relationship with OpenEDG.

E. **Clarification of Terminology**: The terms "Partner" and "Education Partner" as used in this Agreement are for naming and identification purposes only. They do not imply, confer, or create any legal status, rights, or obligations different from those explicitly outlined in this Agreement.

a. **No Legal Effect**: The designations "Partner" and "Education Partner" do not create, constitute, or imply a legal partnership, joint venture, agency, or any other legal relationship between OpenEDG and the Partner beyond the scope of this Agreement. They are solely terms used to describe the entities participating in the OpenEDG Education Partner Program.

b. **Independent Status**: Both OpenEDG and the Partner maintain their status as independent entities. The terms "Partner" and "Education Partner" do not reflect any change in this independent status nor do they authorize either party to act as a legal representative or agent of the other.

c. **Limitation on Representation**: The Partner agrees not to represent themselves in any manner that contradicts this clarification. Any public or private representation or action suggesting a legal partnership or agency relationship beyond the scope of this Agreement is strictly prohibited.

17. Whole Agreement

This Agreement, including all its annexes, appendices, and any referenced documents, constitutes the entire agreement between OpenEDG and the Partner. It represents the full and complete understanding of the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

18. Supersession Clause

This Agreement nullifies and supersedes all prior communications, representations, agreements, and understandings, both oral and written, between the parties relating to the subject matter of this Agreement. The terms of this Agreement shall prevail over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties during the term of this Agreement unless such terms are expressly agreed to in writing by both parties.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of law principles. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the courts of the State of Delaware, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

20. Electronic Signature Clause

A. **Consent to Electronic Signatures**: The parties to this Agreement agree and consent to the use of electronic signatures as a valid means of executing this Agreement. The parties acknowledge that electronic signatures shall be considered as valid and binding as traditional handwritten signatures.

B. **Electronic Execution**: This Agreement and any amendments or related documents required to be signed under this Agreement may be executed electronically. An electronic signature shall consist of a symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document.

C. **Legal Recognition**: Electronic signatures used in connection with this Agreement shall be deemed to satisfy any laws or regulations requiring a signature, and shall be subject to the provisions of any applicable law governing electronic signatures, such as the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) in the United States, or other similar legislation in different jurisdictions.

D. **Retention of Electronic Documents**: Each party agrees to retain a copy of any electronic documents bearing an electronic signature in a form that accurately reflects the document and allows for its subsequent reproduction. The parties also agree to maintain adequate backup copies to prevent the loss of such documents.

E. **Non-Duplication**: Each party agrees that they will not contest the validity or enforceability of electronic signatures or any electronically executed documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby.

21. Miscellaneous

A. **Severability**: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement, which shall remain valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely matches the intent of the original provision.

B. **Waiver**: No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. **Amendments**: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

D. **Assignment**: Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the prior written consent of the other party, except as otherwise provided herein.

E. **Force Majeure**: Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, terrorism, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.

F. **Headings**: The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

G. **Inclusivity of Terms**: Unless the context clearly indicates otherwise, words in the singular include the plural, and words in the plural include the singular.

Execution

In Witness Whereof, this Agreement is executed by the Applicant as of the date of their application submission, which shall be acknowledged as the effective date of this Agreement.

Acknowledgment

This Agreement is signed by the Applicant on the date of their application submission. The Agreement shall come into effect from this date of submission.

Closing Remarks

We look forward to a mutually beneficial relationship and the success that our cooperation will bring. Thank you for your commitment and trust in OpenEDG.